

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

**WNC STORES, LLC, WNC SOLO,
INC., formerly known as Market
Center, Inc., and WHITE'S SOLO,
LLC,**

Plaintiffs,

Vs.

**MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.,**

Defendant.

**MANSFIELD OIL COMPANY
of GAINESVILLE, INC.**

Plaintiff,

Vs.

**ANDY P. JORDAN; DEBORAH
DUPUIS; WNC STORES, LLC; and
WNC SOLO, INC.,**

Defendants.

Civil No. 2:09CV33

Civil No. 1:09cv205

PRELIMINARY INJUNCTION

For the reasons stated in the Memorandum and Order filed herewith,

IT IS, THEREFORE, ORDERED that, from the entry of this Preliminary Injunction and until the issues herein have been resolved, the Court directs as follows:

1. Mansfield is enjoined from interfering with the delivery of fuel and other items to Jordan Entities' facilities;
2. Mansfield is enjoined from having any further communications with suppliers or vendors of Jordan Entities, stating or suggesting they are in legal jeopardy if they deliver fuel or other supplies to Jordan Entities' businesses based upon title to the equipment, the application of DENR standards or regulations, or otherwise;
3. Mansfield is enjoined from stating or suggesting that the suppliers or trucking companies might or will be reported to DENR for delivering product to Jordan Entities;
4. Mansfield is enjoined from making any reports to DENR regarding any alleged leakage, or improper use of the tanks or other equipment, unless it has actual, specific evidence that such a leak has occurred, in which event Mansfield shall also simultaneously provide counsel for Jordan Entities with notice and copies of any such proposed communications;

5. Mansfield is enjoined from interfering with renewal or reissuance of permits on underground storage tanks Jordan Entities is using, and from having any communications with others tending to interfere with the rights of Jordan Entities; and

6. Mansfield is further enjoined from taking any actions inconsistent with Jordan Entities' peaceful possession of the equipment that is a subject of these motions during the pendency of litigation.

IT IS FURTHER ORDERED that:

7. Jordan Entities shall pay to Mansfield the sum of **ONE THOUSAND, TWO HUNDRED DOLLARS (\$1,200.00)** per month as rental for use of the Mansfield tanks and equipment during the ongoing litigation. The first payment shall be due on or before **SEPTEMBER 1, 2009**, and a like amount shall be due on or before the first day of each month thereafter until this action is concluded or the amount due is amended by further order of the Court; and

8. Jordan Entities shall maintain an insurance policy adequate in amount to cover damages resulting from tank leakage from the Mansfield tanks located on Jordan Entities' properties; and

9. Jordan Entities shall maintain in good condition all Mansfield property being used in the operation of its franchise businesses.

ENTERED this the 18th day of August, 2009, at 11:45 a.m.

Signed: August 18, 2009

A handwritten signature in black ink, appearing to read "Lacy H. Thornburg", written over a horizontal line.

Lacy H. Thornburg
United States District Judge

